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10 **IN THE UNITED STATES DISTRICT COURT**  
11 **FOR THE DISTRICT OF ARIZONA**  
12

13 Joseph Grace, an individual,

14 Plaintiff,

15 vs.

16 Jose De la Torre and Sandy Ruiz, a  
17 married couple,

18 Defendants.  
19

Case No.: 2:25-cv-01257-DWL

20 **DEFENDANTS' NOTICE OF NON-**  
21 **PARTIES AT FAULT**

22 Pursuant to A. R. S. § 12-2506(B) and Rule 26(b)(5), Ariz. R. Civ. P., Defendants  
23 Jose De la Torre and Sandy Ruiz (hereinafter "Defendants") hereby provide notice that the  
24 following non-parties may have been wholly or partly at fault in causing or contributing to  
25 the injuries claimed by Plaintiff in the above-captioned litigation.

26 **1. FCA US LLC (previously Chrysler Group LLC)**  
27 Auburn Hills, Michigan

28 According to Plaintiff, the airbags in his Dodge Ram pickup truck failed to deploy and  
his seat belt disengaged during the accident. FCA US LLC ("FCA US"), the US subsidiary  
company of Dodge's Dutch parent company Stellantis N.V., had a duty to design,  
manufacture, and distribute a reasonable safe vehicle, including a properly functioning  
supplemental restraint system and seat belt. The failure of the airbags to deploy in a collision  
indicates the presence of a potential design or manufacturing defect in the vehicle's airbag  
system. That the seat belt disengaged during the accident indicates the presence of a potential

1 defective design or manufacturing defect of the seat belt system. As a result of the defective  
 2 airbag system and malfunctioning seat belt, Plaintiff allegedly moved forward during the  
 3 accident and struck his shoulder on the steering column. FCA US is liable under both strict  
 4 liable and negligence theories for these defects.

5 **2. Unknown Airbag Manufacturer**  
 6 **Name, Address, and Contact Information Unknown**

7 If FCA US outsourced the airbag component, the airbag manufacturer may have  
 8 supplied a defective module, inflator, sensor, or algorithm that failed to function properly.  
 9 Liability attaches under both strict liability and negligence theories for the supply of a  
 10 defective component used in an integrated product.

11 **3. Unknown Seat Belt Manufacturer**

12  
 13 Similarly, if FCA US outsourced the seat belt component, the seat belt manufacturer  
 14 may have supplied a defective retractor, buckle, pretensioner, or it may have otherwise failed  
 15 to operate as intended. Liability attaches under both strict liability and negligence theories  
 16 for the supply of a defective component used in an integrated product.

17 **4. Unknown Repair Shops, Technicians, or Service Providers**  
 18 **Name, Address, and Contact Information Unknown**

19 Any entity that previously serviced or replaced the airbag or seat belt system may be  
 20 liable if they were negligent in repairing or servicing these systems, including if the system  
 21 was not properly reinstalled, diagnostic codes were ignored or not cleared, or the system was  
 22 deactivated, damaged, or tampered with during maintenance or repair. Additionally, to the  
 23 extent Plaintiff himself may have serviced, modified, or otherwise interacted with the airbag  
 24 or seatbelt system, any such conduct may also be relevant in determining the condition and  
 25 functionality of these safety systems at the time of the incident.

26 **5. Tasing incident**

27 Plaintiff admitted to being tased by law enforcement during a physical altercation on  
 28 March 18, 2023, and reported increased pain following the incident. Plaintiff's patient

1 records note muscle spasms and increased pain on the left side, which Plaintiff attributed to  
2 the subject incident.

3 **6. Rodeo**

4 Plaintiff admitted to experiencing increased pain following rodeo competitions in  
5 March and April 2023. He also acknowledged prior injuries from horse training and roping  
6 activities and possibly continued to engage in rodeo events after the subject accident.

7 **7. Medical Personnel**

8 Any healthcare providers or other medical personnel who treated Plaintiff owed a  
9 duty of care. If Plaintiff is found to have received negligent medical treatment, his healthcare  
10 providers may be liable for all or some of Plaintiff's claimed injuries and damages.

11 This case is in the early stages of discovery. Defendants therefore have not had the  
12 opportunity to fully investigate all potential non-parties at fault and, as such, reserve the  
13 right to identify additional non-parties at fault and/or identify more fully any and all noticed  
14 individuals/entities after having the opportunity to complete their investigation, complete  
15 written discovery, depose Plaintiff and all fact witnesses, retain and disclose witnesses, and  
16 otherwise develop a detailed understanding of Plaintiff's specific allegations and legal  
17 theories.

18 Defendants affirmatively allege that Plaintiff's alleged damages, if any, should be  
19 apportioned among all parties and nonparties at fault under A.R.S. § 12-2501 and A.R.S. §  
20 12-2506, including the non-parties listed above.

21  
22 Dated: October 20, 2025

**CLYDE & CO US LLP**

23  
24 By: /s/ Kira Barrett

25 Kira N. Barrett

26 Attorney for Defendants

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 20, 2025, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all of the registered CM/ECF registrants on this matter.

By: /s/ Joslin Vega